wife, but admitting, of course, that the wife could properly have testified on the trial of the husband for wounding the wife. Bigamy was held to be such a crime against the wife as to permit her to testify against her husband in *Hill* v. *State,* 61 Neb. 589, 57 L. R. A. 155, 85 N. W. 836, but the weight of authority seems clearly opposed to the Iowa court in its view that cases of this nature are within the exceptions to the general rule that one spouse cannot testify against the other.

HUSBAND AND WIFE—INSURANCE FROM AN ESTATE BY ENTIRETIES.—Husband and wife were possessed, as tenants in entirety, of a leasehold property upon which an insured house had burned down. The wife brought a bill in equity for a decree that the insurance money, deposited in their names jointly might be used to rebuild the house. *Held,* that the proceeds of insurance from an estate by entireties was not subject to the control of the husband but was held by entireties and should be laid out in rebuilding, if feasible, *Masterman* v. *Masterman* (Md. 1916), 98 Atl. 537.

Some courts do not recognize tenancies by entireties in personalty. *Abshire* v. *State,* 53 Ind. 66; *Fogleman* v. *Shively,* 4 Ind. App. 197; *Matter of Albrecht,* 136 N. Y. 91. The contrary view is usually taken however. Estates by entireties may be created by the purchase of personalty, usually choses in action, with the wife's money alone or the husband's alone and taken in their joint names; or by a gift or devise of personalty to both; or may arise in money or choses in action coming from parting with real estate held by entireties. At common law the husband would be entitled during his life to the use, control, and the profits of personalty held by entireties. *Sanford* v. *Sanford,* 45 N. Y. 723. Under the Married Woman's Acts the situation is more puzzling. Some states hold that these Acts have abolished tenancies by entireties, *Donegan* v. *Donegan,* 103 Ala. 488. Where the bond, promissory note or other personalty is purchased with either the wife's or husband's money alone and title is taken jointly, they are said to hold it by entireties for it is assumed that the party intended a gift of the property in case of survival. *Parry's Estate,* 88 Pa. St. 33; *Fiedler* v. *Howard,* 99 Wis. 388. Where the husband and wife each furnished part of the purchase price it is generally held that no estate by entireties is created because it is assumed that no gift of the property upon survival was intended. *Johnson* v. *Johnson,* 173 Mo. 91. In the case of a devise or gift of personalty to the husband and wife, *Phelps* v. *Simons,* 159 Mass. 415, holds that an estate by entireties is thereby created. Money or securities coming from parting with or selling real estate held by entireties is also held by entireties. *Bramberry's Estate,* 156 Pa. St. 628; *Allen* v. *Tate,* 58 Miss. 583; *Boland* v. *McKowen,* 189 Mass. 563. The principal case falls under this subdivision. The fire insurance money was as much part of the proceeds of the property as if the house had been sold, and was not subject to the control of the husband but was still held by entireties, and the house should be rebuilt with it. The proceeds arising from sale of an estate by entireties must be distinguished from the income or rents and profits of such an estate, for they are usually held, under modern statutes, to belong to husband and wife in com-

mon. *Hiles* v. *Fisher,* 144 N. Y. 386 though in some states, as in Michigan, such rents and profits cannot be subjected to claims of creditors of either. *Dickey* v. *Converse,* 117 Mich. 449.

HUSBAND AND WIFE—NECESSARIES FURNISHED TO BIGAMOUS WIFE.—W, though she had a husband living, had gone through a marriage ceremony with H, and had lived with him as his wife. H discovered the deception that had been practiced on him and was about to institute a prosecution for bigamy against W, when she fled, but before absconding she bought necessaries on H's credit. *Held,* that H is liable even though his purported marriage with W was void. *Frank* v. *Carter* (N. Y. 1916), 113 N. E. 549.

It is usually said that the husband's liability for necessaries furnished the wife arises out of the duty imposed by the marriage relation and it must be shown that the goods were necessaries and that he has failed to furnish them. *Bergh* v. *Warner,* 47 Minn. 250. The husband is always liable where a real agency can be implied, as from the fact that he has previously paid for goods furnished his wife on his credit. *Benjamin* v. *Benjamin,* 15 Conn. 347. A third case of liability arises when goods have been furnished a woman to whom the defendant has never been married but whom he has held out as his wife. The liability there cannot be based upon the duty arising from the marriage relation and it exists even though there is no real agency. Most courts base it upon an estoppel. *Watson* v. *Threlkeld,* 2 Esp. 637; *Hoyle* v. *Warfield,* 28 Ill. App. 628. In *Ryan* v. *Sams,* 12 Ad. & El. 460, and *Blades* v. *Free,* 9 B. & C. 172, an agency could be implied from the facts and the court did not rest the decision entirely on the estoppel. *Watson* v. *Threlkeld, supra* carries the doctrine of estoppel the farthest for it holds the defendant liable even though the plaintiff knew he (the defendant) was not married to the woman to whom the goods were furnished. *Munro* v. *De Chamant,* 4 Camp. 215 holds that the liability of the man for necessaries ceases at the time of the separation from the woman he has held out as his wife. Where a marriage ceremony has in fact taken place (though void because of bigamy of the wife as in *Frank* v. *Carter supra*) the doctrine of estoppel is applied also. The husband is estopped to assert that the woman is not his wife and he will be held liable for goods sold her even after separation, provided the plaintiff did not know of the separation. *Hawley* v. *Ham,* Taylor (Ont.) 385; *Johnson* v. *Allen,* 8 How. Prac. (N. Y.) 506. A fortiori the husband will be liable when he attempts to set up his own bigamy as a defense, *Robinson* v. *Nahon,* 1 Camp. 245.

LANDLORD AND TENANT—COVENANT FOR QUIET ENJOYMENT.—Plaintiff sued his lessor on a covenant for quiet enjoyment. It was proved that other tenants of defendant caused a nuisance which injured plaintiff's business. *Held,* that defendant is not liable in the absence of proof that he authorized or participated in the nuisance. *Malzy* v. *Eichholz* [1916], 2 K. B. 308.

The covenant stipulated that the lessee's quiet enjoyment should not be disturbed by the lessor or anyone claiming through him. It is the law in England and the United States that there is no liability on such a covenant